**[TO BE PRINTED BY THE COUNTER PARTY ON THE STAMP PAPER OF APPROPRIATE AMOUNT AS PER THE STAMP ACT APPLICABLE TO THE STATE OF EXECUTION. COUNTER PARTY IS REQUESTED TO PROCURE THE APPROPRIATE STAMP PAPER]**

**CONFIDENTIALITY UNDERTAKING**

This confidentiality undertaking has been signed on \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a potential bidder for the renewable assets portfolio of Lanco Infratech Limited (Corporate Debtor) , having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting through Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the authorized signatory / authorized representative (“**Potential Bidder**”/ Recipient , which expression shall, unless repugnant to the context, include its successors, legal representatives, permitted assigns and administrators in business) in favour of Mr. Savan Godiawala, Resolution Professional for the Corporate Debtor having registration no. IBBI/IPA-001/IP-P00239/2017-18/10468.

WHEREAS Lanco Infratech Limited, a company registered under the Companies, Act, 1956 (hereinafter referred as *“***Company***”*) is under corporate insolvency resolution process *vide* NCLT (Hyderabad) order dated August 07, 2017 and Mr. Savan Godiawala having registration no. IBBI/IPA-001/IP-P00239/2017-18/10468 was appointed as interim resolution professional (“**IRP**”). Subsequently, the IRP has been appointed as the resolution professional for the Company in the meeting of the committee of creditors dated September 12, 2017, in accordance with Section 22 of the Code (“**Resolution Professional**”).

Whereas Resolution Professional has engaged Deloitte Touche Tohmatsu India LLP, a limited liability partnership registered under Limited Liability Partnership Act, 2008 having its Registered Office at 12, Dr. Annie Besant Road, Opposite Shivsagar Estate, Worli, Mumbai 400018, India (“DTTILLP”) to assist him in the discharge of his duties as an Interim Resolution Professional (“IRP”) / RP under the Code and has authorised certain personnel of DTTILLP to act on his behalf (“Authorized Representatives”);

**Corporate Debtor, Resolution Professional and Authorized Representatives are collectively referred to as “Disclosing Parties”.**

**Corporate Debtor represented through RP or Authorized Representative and the Recipient** are collectively referred to as the “Parties” or individually as “Party” as the context may require.

WHEREAS the Resolution Professional has invited bids for purchase of renewable assets portfolio of the Company and the Potential Bidder, being interested to purchase of the renewable assets portfolio of the Company, requires information pertaining to the same (hereinafter referred to as the “Purpose”).

Parties hereby agree as follows in relation to Confidential Information (as defined below) of which access may be given by any of the Disclosing Parties to the Recipient from time to time

For the purpose of this Agreement, “Confidential Information” means:

1. all information of whatever nature, whether in written, oral or any other tangible form, provided to, obtained or accessed by the Recipient in connection with the Purpose or in pursuance to this Agreement;
2. including without limitation: (a) all information pertaining to Disclosing Parties and their respective employees, directors, partners, creditors, shareholders, member firms, partners, vendors, subcontractors, client, agents, personnel, representatives (b) any analysis, compilation studies or other information/documents provided by Disclosing Parties or prepared by the Recipient and its personnel for the Disclosing Parties or (c) any ‘relevant information’ as defined under Explanation to Section 29 of the Code or as specified in Regulation 36(2) of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations 2016 pertaining to the Corporate Debtor, including any financial information of the Corporate Debtor (d) all information or documents which contains or otherwise reflects or are generated or derived in part or in full from any such information as specified in clause 1.1 above; and
3. the contents of this Agreement.

WHEREAS the Resolution Professional has agreed to share necessary information with the Potential Bidder after receiving an undertaking from the Potential Bidder to the effect that the Potential Bidder shall maintain confidentiality of the information shared and shall not use such information to cause an undue gain or undue loss to itself or any other person. and comply with the requirements under Section 29(2) of the Code.

**THEREFORE, the Potential Bidder hereby declares and undertakes as follows:**

1. The Potential Bidder declares and undertakes that it will not divulge any information whatsoever, including but not limited any information or documents generated or derived by the Recipients of Confidential Information that contains, reflects or is derived from any Confidential Information and shall also constitute Confidential Information.
2. The Potential Bidder further unconditionally and irrevocably undertakes and declares that
3. the Confidential Information shall be kept confidential by the Potential Bidder and be used solely as allowed by the Resolution Professional;
4. the Potential Bidder shall not use the Confidential Information to cause any undue gain or undue loss to itself or any other person;
5. the Potential Bidder shall comply with all provisions of law for the time being in force relating to confidentiality and insider trading;
6. the Potential Bidder shall protect any intellectual property of the Company and its subsidiaries, affiliates, joint ventures and associate companies which it may have access to;
7. the Confidential Information may only be disclosed to and shared with any employees or third parties by the Potential Bidder, in accordance with applicable laws, including in relation to confidentiality and insider trading, and terms of this confidentiality undertaking on a strict need-to-know basis and only to the extent necessary for and in relation to the sale of the renewable assets of the Company, provided that the Potential Bidder binds such employees and third parties, by way of an undertaking/ agreements, to terms at least as restrictive as those stated in this confidentiality undertaking;
8. the Potential Bidder shall ensure that all Confidential Information is kept safe and secured at all times and is protected from any theft or leakage;
9. the Potential Bidder shall immediately destroy and permanently erase all Confidential Information upon the rejection of its bid;
10. the Potential Bidder shall take all necessary steps to safeguard the privacy and confidentiality of the Confidential Information and shall ensure that no person acting on its behalf divulges or discloses or uses any part of the Confidential Information; and
11. the Potential Bidder shall be responsible for any breach of obligations under this confidentiality undertaking and shall indemnify the Resolution Professional for any loss, damages and costs incurred by the Resolution Professional due to such breach of obligations by the Potential Bidder or any person acting on its behalf.
12. Notwithstanding anything to the contrary contained herein, the following information shall however not be construed as Confidential Information:
13. information which, at the time of disclosure to the Potential Bidder was already in the public domain without violation of any provisions of applicable laws;
14. information which, after disclosure to the Potential Bidder becomes publicly available and accessible without violation of applicable laws or a breach of this confidentiality undertaking or breach of any confidentiality obligation of any third party which is acting for the Potential Bidder;
15. information which was in the possession of the Potential Bidder prior to its disclosure, as evidenced by the records of the Potential Bidder
16. information that is received by the Potential Bidder from a third party which is not in breach of its confidentiality obligations hereunder; and
17. information that is required to be disclosed by the Potential Bidder (and to the extent required to be disclosed) pursuant to the requirements of applicable laws, or order of a judicial, regulatory or administrative authority, provided however the Potential Bidder should use its best endeavours to provide prior intimation of such disclosure to the Resolution Professional.
18. No representation or warranty has been provided by the Resolution Professional in relation to the accuracy authenticity or adequacy or completeness of the information provided to the Potential Bidder, including Confidential Information, and the Potential Bidder would not have any claim against the Resolution Professional or any person acting on its behalf or the Company in relation to any Confidential Information
19. Nothing in this confidentiality undertaking shall have the effect of limiting or restricting any liability arising as a result of fraud or wilful default.
20. Damages may not be an adequate remedy for a breach of this confidentiality undertaking and the Resolution Professional shall be entitled to the remedies of injunction, specific performance and other equitable relief for a threatened or actual breach of this confidentiality undertaking.
21. The Potential Bidder hereby represents and warrants that it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement.
22. The terms of this confidentiality undertaking may be modified or waived only by a separate instrument in writing signed by the Potential Bidder with the prior written consent of the Resolution Professional that expressly modifies or waives any such term.
23. This confidentiality undertaking and any dispute, claim or obligation arising out of or in connection with it shall be governed by and construed in accordance with Indian laws and the courts at New Delhi shall have exclusive jurisdiction over matters arising out of or relating to this confidentiality undertaking.
24. Any failure or delay by any of the Disclosing Parties in exercising any right, power or privilege hereunder shall not constitute a waiver hereunder nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege
25. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Signed on behalf of

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by Mr\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name and Designation)

Authorised Signatory